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20

ENTROPIC COMMUNICATIONS,
LLC, Plaintiff,

1100 Peachtree Street, NE

21

Suite 2800

v.

Atlanta GA 30309

22

(404) 815 6500

COX COMMUNICATIONS, INC.,
COXCOM, LLC, AND COX
COMMUNICATIONS CALIFORNIA,
LLC, Defendants.

*Attorneys for Defendants Cox
Communications, Inc.;
CoxCom, LLC; and Cox Communications
California, LLC*

23

UNITED STATES DISTRICT COURT

24

FOR THE CENTRAL DISTRICT OF CALIFORNIA

25

Civil Action No. 2:23-cv-01049-JWH-KES

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28

DEMAND FOR JURY TRIAL

REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL

COX'S AMENDED ANSWER ~~AND~~² DEFENSES TO COMPLAINT
AND COUNTERCLAIMS CASE NO. 2:23-CV-01049-JWH-KES

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2 ~~#373~~

3 Defendants Cox Communications, Inc., CoxCom, LLC, and Cox Communications
4 California, LLC (collectively “Cox”) answer Plaintiff Entropic Communications,
5 LLC’s (“Entropic” or “Plaintiff”) Complaint for Patent Infringement (“Complaint”) as
follows:

6 1. Cox admits that Plaintiff has filed a civil action against Cox purporting to asserted
7 claims for infringement of U.S. Patent No. 8,223,775 (the “775 Patent”), 8,284,690
8 (the “690 Patent”), 8,792,008 (the “008 Patent”), 9,210,362 (the “362 Patent”),
9 9,825,826 (the “826 Patent”), 10,135,682 (the “682 Patent”), 11,381,866 (the “866
10 Patent”), and 11,399,206 (the “206 Patent”) (collectively, “the Asserted Patents”). Cox
denies that Plaintiff’s claims have merit and denies that it has infringed any valid claim
of any Asserted Patent. Cox denies the remainder of the allegations of Paragraph 1.

11 **THE PARTIES¹**

12 2. Cox is without knowledge or information sufficient to form a belief as to the truth
of the allegations of Paragraph 2, and therefore denies them.

13 3. Cox is without knowledge or information sufficient to form a belief as to the truth
of the allegations of Paragraph 3 and therefore denies them.

14 4. Cox admits that Cox Communications, Inc. (“Cox Communications”) is a
15 privately-owned subsidiary of Cox Enterprises Inc. and is a Delaware Corporation with
16 a principal place of business at 6205 Peachtree Dunwoody Road, Atlanta, Georgia
17 30328.

18 5. Cox admits that Cox Communications, Inc. (“Cox Communications”) has, as its
registered agent in Delaware, Corporation Service Company 251 Little Falls Drive,
19 Wilmington, Delaware 19808.

20 6. Cox admits that CoxCom, LLC (“CoxCom”) is a subsidiary of Cox

21 ¹For ease of reference, the headings from Entropic’s Complaint are used herein.
22 Such use is for convenience, and does not indicate that Cox admits or agrees with
any text of any headings re-used herein.

~~Case COX'S AMENDED ANSWER, DEFENSES AND COUNTERCLAIMS TO COMPLAINT - 1
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2 Communications, Inc., and is incorporated in Delaware, with a principal place of
3 business at 6205 Peachtree Dunwoody Road, Atlanta, Georgia 30328.

4 7. Cox admits that CoxCom has, as its registered agent in California, Corporation
Service Company d/b/a CSC - Lawyers Incorporating Service Company, located at
2710 Gateway Oaks Dr., Suite 150N, Sacramento, California 95833.

5 8. Cox admits that Cox Communications California, LLC (“Cox California”) is a
6 Delaware limited liability company, with a regular and established place of business
at 6205 Peachtree Dunwoody Road, Atlanta, Georgia 30328.

7 9. Cox admits that Cox California has, as its registered agent in California,
8 Corporation Service Company d/b/a CSC - Lawyers Incorporating Service
Company, located at 2710 Gateway Oaks Dr., Suite 150N, Sacramento, California
95833.

10 10. Cox admits that Paragraph 10 purports to quote a document, which speaks for itself
11 and is the best evidence of its contents. Cox denies the remaining allegations in
Paragraph 10.

12 11. Cox denies the allegations of Paragraph 11.

13 12. Cox admits that the website of Cox Enterprises, Inc. speaks for itself and is the
14 best evidence as to its contents. Cox denies the remaining allegations of Paragraph 12.

15 13. Cox denies the allegations of Paragraph 13.

16 14. “Manager/member” is undefined and so to the extent that Cox understands the
17 allegations in Paragraph 14, Cox admits that CoxCom is a subsidiary of Cox
Communications. Cox is without knowledge or information sufficient to form a belief
as to the truth of the remaining allegations in Paragraph 14, and therefore denies the
remaining allegations.

18 15. “Complete control” is undefined and so to the extent that Cox
understands the allegations in Paragraph 15, Cox admits that CoxCom is a
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23 subsidiary of Cox Communications. Cox is without knowledge or information
24 sufficient to form a belief as to the truth of the remaining allegations in Paragraph 20,
and therefore denies the remaining allegations.

25 16. “Manager/member” is undefined and so to the extent that Cox understands the
26 allegations in Paragraph 16, Cox admits that Cox California is a subsidiary of
CoxCom. Cox is without knowledge or information sufficient to form a belief as to
the truth of the remaining allegations in Paragraph 16, and therefore denies the
remaining allegations.

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17. Cox admits that Cox California provides cable services in at least California. Cox denies the remaining allegations in Paragraph 17.
18. Cox admits that Paragraph 18 purports to quote a Residential Customer Service Agreement, which document speaks for itself and is the best evidence of its contents. Cox denies the remaining allegations in Paragraph 18.
19. Cox admits that Cox Communications, CoxCom, and Cox California share a principal place of business at 6205 Peachtree Dunwoody Road, Atlanta, Georgia 30328. Cox denies the remaining allegations in Paragraph 19.
20. Cox denies the allegations of Paragraph 20.

PRESUIT DISCUSSIONS

21. Cox denies that the intended recipient received the communication that Plaintiff purports to have sent by physical means to Cox on August 9, 2022. Cox denies that the intended recipient received the communications that Plaintiff purports to have sent by physical means to Cox on December 23, 2022. Cox admits that a communication was sent by electronic means on January 2, 2023. Cox admits that it has not responded to the August 9, 2022, or December 23, 2022, or January 2, 2023, communications. Cox denies the remainder of the allegations in Paragraph 21.

ENTROPIC'S LEGACY AS A CABLE INNOVATOR

22. Cox is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 22, and therefore denies them.

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3 23. Cox is without knowledge or information sufficient to form a belief as to the
4 truth of the allegations of Paragraph 23, and therefore denies them.

5 24. Cox is without knowledge or information sufficient to form a belief as to the
6 truth of the allegations of Paragraph 24, and therefore denies them.

7 25. Cox is without knowledge or information sufficient to form a belief as to the
8 truth of the allegations of Paragraph 25, and therefore denies them.

9 26. Cox is without knowledge or information sufficient to form a belief as to the
10 truth of the allegations of Paragraph 26, and therefore denies them.

11 27. Cox is without knowledge or information sufficient to form a belief as to the
12 truth of the allegations of Paragraph 27, and therefore denies them.

13 28. Cox is without knowledge or information sufficient to form a belief as to the
14 truth of the allegations of Paragraph 28, and therefore denies them.

15 29. Cox admits that Entropic filed a patent infringement suit against Charter
16 Communications, Inc. (“Charter”) in the Eastern District of Texas, Case No. 2:22-CV-
17 00125-JRG, on April 27, 2022, asserting the ’775 Patent, the ’690 Patent, the ’008
18 Patent, the ’362 Patent, the ’826 Patent, and the ’682 Patent against Charter’s provision
19 of cable television and internet services, cable modem products and STBs. Cox denies
20 the remaining allegations in Paragraph 29.

21 30. Cox denies the allegations of Paragraph 30.

22 31. Cox denies the allegations of Paragraph 31.

23 32. Cox denies the allegations of Paragraph 32.

24 33. Cox denies the allegations of Paragraph 33.

25 34. Cox denies the allegations of Paragraph 34.

26 **JURISDICTION AND VENUE**

27 35. Cox admits that Plaintiff purports to state a claim for patent infringement under
28 the patent laws of the United States, but denies that Plaintiff is entitled to any relief
for such claim. Cox denies all remaining allegations in Paragraph 35.

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2 36. Cox admits that venue is proper in this Court for purposes of this action and
3 admits that it has transacted business in this District for purposes of this action. Cox
4 denies that it has committed any act of patent infringement allegedly described in the
Complaint. Cox denies all remaining allegations in Paragraph 36.

5 37. Cox denies that this Court has general personal jurisdiction over Cox. Cox
6 admits that it provides cable television, internet, and phone services to businesses and
residents in California. Cox denies all remaining allegations contained in Paragraph
37.

7 38. Cox admits the presence of a Cox facility at 27121 Towne Centre Drive, Foothill
8 Ranch, California 92610. Cox denies all remaining allegations contained in Paragraph
38.

9 39. Cox admits for purposes of this action that this Court has personal jurisdiction
10 over Cox. Cox denies all remaining allegations contained in Paragraph 39.

11 40. Cox admits that it has provided certain telecommunications services in portions
12 of the United States and that Cox operates and maintains a network, involving various
13 Cox branded products and services, although Cox denies that any of its services
infringe any Asserted Patents. Cox admits that subscribers to certain of Cox's services
receive either receivers or set top boxes within this District. Cox denies all remaining
14 allegations contained in Paragraph 40.

15 41. Cox denies the allegations of Paragraph 41.

16 42. Cox admits that it operates one or more facilities or locations in this District, and
17 that Paragraph 42 appears to summarize information available from Cox's website,
which speaks for itself and is the best evidence of its contents. Cox denies the
18 remaining allegations contained in Paragraph 42.

19 43. Cox admits that Paragraph 43 purports to reference storefronts listed in Cox's
website, which speaks for itself and is the best evidence of its contents. Cox denies the
20 allegations contained in Paragraph 43.

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4 44. Cox admits that certain Cox entities own and/or lease certain premises
5 where Cox stores are located. Cox denies the remaining allegations of Paragraph 44.
6 45. Cox admits that certain Cox entities employ persons at Cox stores located within
7 this District. Cox denies the remaining allegations of Paragraph 45.

8 46. Cox admits that it has engaged in business at physical places within this
9 District. Cox denies all remaining allegations of Paragraph 46.

10 47. Cox admits that certain Cox entities employ and/or contract with persons to install,
11 service, repair, and/or replace equipment, as appropriate, in this District. Cox denies
12 all remaining allegations of Paragraph 47.

13 48. Cox admits that stores or service centers owned or operated by Cox contain
14 equipment by which services provided by Cox can be delivered. Cox denies the
15 remaining allegations of Paragraph 48.

16 49. Cox admits that Paragraph 49 purports to summarize and/or quote portions of a
17 Cox Communications website, which document speaks for itself and is the best
18 evidence of its contents. Cox denies the remaining allegations of Paragraph 49.

19 50. Cox admits that it has provided certain services and products in this District and
20 in portions of the United States, although Cox denies that any of its services or
21 products infringe any Asserted Patents. Cox denies the remaining allegations of
22 Paragraph 50.

23 51. Cox admits that it will not contest that venue is proper in this Court for
24 purposes of this action. Cox denies all remaining allegations contained in Paragraph
25 51.

26 52. Cox admits that it has continued to conduct business in this District for
27 purposes of this action. Cox denies all remaining allegations contained in Paragraph
28 52.

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4 COUNT I

5 (Infringement of the '775 Patent)

6 53. Paragraphs 1-52 of Cox's Answer are incorporated by reference as if set forth
herein.

7 54. Cox admits that the face of the '775 Patent states that it issued on July 17,
2012, from an application filed September 30, 2003.

8 55. Cox is without knowledge or information sufficient to form a belief as to the
truth of the allegations of Paragraph 55, and therefore denies them.

9 56. Cox admits that Exhibit 1 to the Complaint purports to be a true and accurate
copy of the '775 Patent. Cox denies all remaining allegations in Paragraph 56.

10 57. Cox denies the allegations contained in Paragraph 57.

11 58. Cox denies that the '775 Patent is valid and enforceable. Cox admits that by its
issuance, the '775 Patent is presumed valid under 35 U.S.C. § 282. Cox denies any
12 remaining allegations in Paragraph 58.

13 59. Cox denies the allegations contained in Paragraph 59.

14 60. Cox denies the allegations contained in Paragraph 60.

15 61. Cox denies the allegations contained in Paragraph 61.

16 62. Cox denies the allegations contained in Paragraph 62.

17 63. Cox denies the allegations contained in Paragraph 63.

18 64. Cox denies the allegations contained in Paragraph 64.

19 65. Cox denies the allegations contained in Paragraph 65.

20 66. Cox denies the allegations contained in Paragraph 66.

21 67. Cox denies the allegations contained in Paragraph 67.

22 68. Cox denies the allegations contained in Paragraph 68.

23 69. Cox denies the allegations contained in Paragraph 69.

24 70. Cox denies the allegations contained in Paragraph 70.

25 71. Cox denies the allegations contained in Paragraph 71.

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3 72. Cox denies the allegations contained in Paragraph 72.
4 73. Cox denies the allegations contained in Paragraph 73.
5 74. Cox denies the allegations contained in Paragraph 74.
6 75. Cox denies the allegations contained in Paragraph 75.
7 76. Cox denies the allegations contained in Paragraph 76.
8 77. Cox denies the allegations contained in Paragraph 77.
9 78. Cox is without knowledge or information sufficient to form a belief as
10 to the truth of the allegations of Paragraph 78, and therefore denies them.

11 **COUNT II**

12 **(Infringement of the '690 Patent)**

13 79. Paragraphs 1-78 of Cox's Answer are incorporated by reference as if set forth
14 herein.
15 80. Cox admits that the face of the '690 Patent states that it issued on October 9,
16 2012, from an application filed December 10, 2009, and is related to a provisional
17 application filed May 19, 2009, and a provisional application filed December 15,
18 2008. Cox denies all remaining allegations in Paragraph 80.
19 81. Cox is without knowledge or information sufficient to form a belief as to the
20 truth of the allegations of Paragraph 81, and therefore denies them.
21 82. Cox admits that Exhibit 3 to the Complaint purports to be a true and accurate
22 copy of the '690 Patent. Cox denies all remaining allegations in Paragraph 82.
23 83. Cox denies the allegations contained in Paragraph 83.
24 84. Cox denies that the '690 Patent is valid and enforceable. Cox admits that by its
25 issuance, the '690 Patent is presumed valid under 35 U.S.C. § 282. Cox denies any
26 remaining allegations in Paragraph 84.
27 85. Cox denies the allegations contained in Paragraph 85.
28 86. Cox denies the allegations contained in Paragraph 86.
29 87. Cox denies the allegations contained in Paragraph 87.

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3 88. Cox denies the allegations contained in Paragraph 88.

4 89. Cox denies the allegations contained in Paragraph 89.

5 90. Cox denies the allegations contained in Paragraph 90.

6 91. Cox denies the allegations contained in Paragraph 91.

7 92. Cox denies the allegations contained in Paragraph 92.

8 93. Cox denies the allegations contained in Paragraph 93.

9 94. Cox denies the allegations contained in Paragraph 94.

10 95. Cox denies the allegations contained in Paragraph 95.

11 96. Cox denies the allegations contained in Paragraph 96.

12 97. Cox denies the allegations contained in Paragraph 97.

13 98. Cox denies the allegations contained in Paragraph 98.

14 99. Cox denies the allegations contained in Paragraph 99.

15 100. Cox denies the allegations contained in Paragraph 100.

16 101. Cox denies the allegations contained in Paragraph 101.

17 102. Cox denies the allegations contained in Paragraph 102.

18 103. Cox denies the allegations contained in Paragraph 103.

19 104. Cox is without knowledge or information sufficient to form a belief as

20 to the truth of the allegations of Paragraph 104, and therefore denies them.

21 **COUNT III**

22 **(Infringement of the '008 Patent)**

23 105. Paragraphs 1-104 of Cox's Answer are incorporated by reference as if set forth
herein.

24 106. Cox admits that the face of the '008 Patent states that it issued on July 29,
2014, from an application filed September 10, 2012, and is related to a provisional
application filed September 8, 2011. Cox denies all remaining allegations in
Paragraph 106.

25 107. Cox is without knowledge or information sufficient to form a belief as to the
truth of the allegations of Paragraph 107, and therefore denies them.

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3 108. Cox admits that Exhibit 5 to the Complaint purports to be a true and accurate
4 copy of the '008 Patent. Cox denies all remaining allegations in Paragraph 82.

5 109. Cox denies the allegations contained in Paragraph 109.

6 110. Cox denies that the '008 Patent is valid and enforceable. Cox admits that by its
7 issuance, the '008 Patent is presumed valid under 35 U.S.C. § 282. Cox denies any
remaining allegations in Paragraph 110.

8 111. Cox denies the allegations contained in Paragraph 111.

9 112. Cox denies the allegations contained in Paragraph 112.

10 113. Cox denies the allegations contained in Paragraph 113.

11 114. Cox denies the allegations contained in Paragraph 114.

12 115. Cox denies the allegations contained in Paragraph 115.

13 116. Cox denies the allegations contained in Paragraph 116.

14 117. Cox denies the allegations contained in Paragraph 117.

15 118. Cox denies the allegations contained in Paragraph 118.

16 119. Cox denies the allegations contained in Paragraph 119.

17 120. Cox denies the allegations contained in Paragraph 120.

18 121. Cox denies the allegations contained in Paragraph 121.

19 122. Cox denies the allegations contained in Paragraph 122.

20 123. Cox denies the allegations contained in Paragraph 123.

21 124. Cox denies the allegations contained in Paragraph 124.

22 125. Cox denies the allegations contained in Paragraph 125.

23 126. Cox denies the allegations contained in Paragraph 126.

24 127. Cox denies the allegations contained in Paragraph 127.

25 128. Cox denies the allegations contained in Paragraph 128.

26 129. Cox denies the allegations contained in Paragraph 129.

27 130. Cox is without knowledge or information sufficient to form a belief as to the
truth of the allegations of Paragraph 130, and therefore denies them.

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COUNT IV

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(Infringement of the '362 Patent)

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131. Paragraphs 1-130 of Cox's Answer are incorporated by reference as if set forth herein.

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132. Cox admits that the face of the '362 Patent states that it issued on December 8, 2015, from an application filed February 5, 2015, an application filed August 8, 2013, an application filed April 19, 2010, and is related to a provisional application filed April 17, 2009. Cox denies all remaining allegations in Paragraph 132.

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133. Cox is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 133, and therefore denies them.

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134. Cox admits that Exhibit 7 to the Complaint purports to be a true and accurate copy of the '362 Patent. Cox denies all remaining allegations in Paragraph 134.

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135. Cox denies the allegations contained in Paragraph 135.

14

136. Cox denies that the '362 Patent is valid and enforceable. Cox admits that by its issuance, the '362 Patent is presumed valid under 35 U.S.C. § 282. Cox denies any remaining allegations in Paragraph 136.

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137. Cox denies the allegations contained in Paragraph 137.

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138. Cox denies the allegations contained in Paragraph 138.

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139. Cox denies the allegations contained in Paragraph 139.

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140. Cox denies the allegations contained in Paragraph 140.

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141. Cox denies the allegations contained in Paragraph 141.

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142. Cox denies the allegations contained in Paragraph 142.

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143. Cox denies the allegations contained in Paragraph 143.

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144. Cox denies the allegations contained in Paragraph 144.

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145. Cox denies the allegations contained in Paragraph 145.

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146. Cox denies the allegations contained in Paragraph 146.

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2 147. Cox denies the allegations contained in Paragraph 147.

3 3 148. Cox denies the allegations contained in Paragraph 148.

4 4 149. Cox denies the allegations contained in Paragraph 149.

5 5 150. Cox denies the allegations contained in Paragraph 150.

6 6 151. Cox denies the allegations contained in Paragraph 151.

7 7 152. Cox denies the allegations contained in Paragraph 152.

8 8 153. Cox denies the allegations contained in Paragraph 153.

9 9 154. Cox denies the allegations contained in Paragraph 154.

10 155. Cox denies the allegations contained in Paragraph 156.

11 156. Cox is without knowledge or information sufficient to form a belief as
to the truth of the allegations of Paragraph 156, and therefore denies them.

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COUNT V

(Infringement of the '826 Patent)

157. Paragraphs 1-156 of Cox's Answer are incorporated by reference as if set forth herein.

158. Cox admits that the face of the '826 Patent states that it issued on November 21, 2017 from an application filed November 23, 2015, an application filed July 28, 2014, an application filed September 10, 2012 and is related to a provisional application filed September 8, 2011. Cox denies all remaining allegations in Paragraph 132.

159. Cox is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 159, and therefore denies them.

160. Cox admits that Exhibit 9 to the Complaint purports to be a true and accurate copy of the '826 Patent. Cox denies all remaining allegations in Paragraph 160.

161. Cox denies the allegations contained in Paragraph 161.

162. Cox denies that the '826 Patent is valid and enforceable. Cox admits that by its issuance, the '826 Patent is presumed valid under 35 U.S.C. § 282. Cox

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denies any remaining allegations in Paragraph 162.

163. Cox denies the allegations contained in Paragraph 163.
164. Cox denies the allegations contained in Paragraph 164.
165. Cox denies the allegations contained in Paragraph 165.
166. Cox denies the allegations contained in Paragraph 166.
167. Cox denies the allegations contained in Paragraph 167.
168. Cox denies the allegations contained in Paragraph 168.
169. Cox denies the allegations contained in Paragraph 169.
170. Cox denies the allegations contained in Paragraph 170.
171. Cox denies the allegations contained in Paragraph 171.
172. Cox denies the allegations contained in Paragraph 172.
173. Cox denies the allegations contained in Paragraph 173.
174. Cox denies the allegations contained in Paragraph 174.
175. Cox denies the allegations contained in Paragraph 175.
176. Cox denies the allegations contained in Paragraph 176.
177. Cox denies the allegations contained in Paragraph 177.
178. Cox denies the allegations contained in Paragraph 178.
179. Cox denies the allegations contained in Paragraph 179.
180. Cox denies the allegations contained in Paragraph 180.
181. Cox denies the allegations contained in Paragraph 181.
182. Cox is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 182, and therefore denies them.

COUNT VI

(Infringement of the '682 Patent)

183. Paragraphs 1-182 of Cox's Answer are incorporated by reference as if set forth herein.
184. Cox admits that the face of the '682 Patent states that it issued on November 20, 2018, from an application filed January 9, 2018, an application filed

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3 February 16, 2017, an application filed August 4, 2016, and application filed July 23,
4 2013, and is related to a provisional application filed July 23, 2012. Cox denies all
5 remaining allegations in Paragraph 184.

6 185. Cox is without knowledge or information sufficient to form a belief as to the
7 truth of the allegations of Paragraph 185, and therefore denies them.

8 186. Cox admits that Exhibit 11 to the Complaint purports to be a true and accurate
9 copy of the '682 Patent. Cox denies all remaining allegations in Paragraph 186.

10 187. Cox denies the allegations contained in Paragraph 187.

11 188. Cox denies the allegations contained in Paragraph 188.

12 189. Cox denies the allegations contained in Paragraph 189.

13 190. Cox denies the allegations contained in Paragraph 190.

14 191. Cox denies the allegations contained in Paragraph 191.

15 192. Cox denies the allegations contained in Paragraph 192.

16 193. Cox denies the allegations contained in Paragraph 193.

17 194. Cox denies the allegations contained in Paragraph 194.

18 195. Cox denies the allegations contained in Paragraph 195.

19 196. Cox denies the allegations contained in Paragraph 196.

20 197. Cox denies the allegations contained in Paragraph 197.

21 198. Cox denies the allegations contained in Paragraph 198.

22 199. Cox denies the allegations contained in Paragraph 199.

23 200. Cox denies the allegations contained in Paragraph 200.

24 201. Cox denies the allegations contained in Paragraph 201.

25 202. Cox denies the allegations contained in Paragraph 202.

26 203. Cox is without knowledge or information sufficient to form a belief as to the
27 truth of the allegations of Paragraph 203, and therefore denies them.

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COUNT VII

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(Infringement of the '866 Patent)

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204. Paragraphs 1-203 of Cox's Answer are incorporated by reference as if set forth herein.

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205. Cox admits that the fact of the '866 Patent states that it issued on July 5, 2022, from an application filed March 30, 2021, an application filed June 4, 2019, and application filed October 24, 2017, and application filed November 23, 2015, an application filed February 10, 2015, an application filed August 8, 2013, an application filed April 19, 2010 and is related to a provisional application filed April 17, 2009. Cox denies all remaining allegations in Paragraph 205.

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206. Cox is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 206, and therefore denies them.

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207. Cox admits that Exhibit 13 to the Complaint purports to be a true and accurate copy of the '866 Patent. Cox denies all remaining allegations in Paragraph 207.

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208. Cox denies the allegations contained in Paragraph 208.

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209. Cox denies the allegations contained in Paragraph 209.

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210. Cox denies the allegations contained in Paragraph 210.

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211. Cox denies the allegations contained in Paragraph 211.

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212. Cox denies the allegations contained in Paragraph 212.

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213. Cox denies the allegations contained in Paragraph 213.

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214. Cox denies the allegations contained in Paragraph 214.

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215. Cox denies the allegations contained in Paragraph 215.

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216. Cox denies the allegations contained in Paragraph 216.

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217. Cox denies the allegations contained in Paragraph 217.

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218. Cox denies the allegations contained in Paragraph 218.

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219. Cox denies the allegations contained in Paragraph 219.

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220. Cox denies the allegations contained in Paragraph 220.

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COX'S AMENDED ANSWER ~~AND~~ DEFENSES AND COUNTERCLAIMS TO COMPLAINT

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3 221. Cox denies the allegations contained in Paragraph 221.
4 222. Cox denies the allegations contained in Paragraph 222.
5 223. Cox denies the allegations contained in Paragraph 223.
6 224. Cox denies the allegations contained in Paragraph 224.
7 225. Cox denies the allegations contained in Paragraph 225.
8 226. Cox denies the allegations contained in Paragraph 226.
9 227. Cox denies the allegations contained in Paragraph 227.
10 228. Cox denies the allegations contained in Paragraph 228.
11 229. Cox is without knowledge or information sufficient to form a belief as
12 to the truth of the allegations of Paragraph 229, and therefore denies them.

13 **COUNT VIII**

14 **(Infringement of the '206 Patent)**

15 230. Paragraphs 1-229 of Cox's Answer are incorporated by reference as if set forth
16 herein.
17 231. Cox admits that the fact of the '206 Patent states that it issued on July
18 26, 2022, from an application filed January 28, 2022, an application filed March 30,
19 2021, an application filed June 4, 2019, and application filed October 24, 2017, an
20 application filed November 23, 2015, an application filed February 10, 2015, an
21 application filed August 8, 2013, an application filed April 19, 2010 and is related to
22 a provisional application filed April 17, 2009. Cox denies all remaining allegations
23 in Paragraph 231.
24 232. Cox is without knowledge or information sufficient to form a belief as to the
25 truth of the allegations of Paragraph 232, and therefore denies them.
26 233. Cox admits that Exhibit 15 to the Complaint purports to be a true and accurate
27 copy of the '206 Patent. Cox denies all remaining allegations in Paragraph 233.
28 234. Cox denies the allegations contained in Paragraph 234.
29 235. Cox denies the allegations contained in Paragraph 235.

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3 236. Cox denies the allegations contained in Paragraph 236.

4 237. Cox denies the allegations contained in Paragraph 237.

5 238. Cox denies the allegations contained in Paragraph 238.

6 239. Cox denies the allegations contained in Paragraph 239.

7 240. Cox denies the allegations contained in Paragraph 240.

8 241. Cox denies the allegations contained in Paragraph 241.

9 242. Cox denies the allegations contained in Paragraph 242.

10 243. Cox denies the allegations contained in Paragraph 243.

11 244. Cox denies the allegations contained in Paragraph 244.

12 245. Cox denies the allegations contained in Paragraph 245.

13 246. Cox denies the allegations contained in Paragraph 246.

14 247. Cox is without knowledge or information sufficient to form a belief as to the truth
15 of the allegations of Paragraph 247, and therefore denies them.

16 **RESPONSE TO PLAINTIFF'S JURY DEMAND**

17 248. Cox admits that Entropic demands a trial by jury on all issues triable by
18 right, and a response is not required.

19 **PRAYER FOR RELIEF**

20 249. Cox denies that Entropic is entitled to any relief, including, but not limited to, any
21 relief sought in the Complaint. To the extent that Entropic's Prayer for Relief contains
any factual allegations, Cox denies them.

22 **DEFENSES**

23 250. Cox incorporates herein by reference the admissions, allegations, and
24 denials contained in its Answer above as if fully set forth herein. Without assuming any
25 burden that it would not otherwise bear and without reducing Entropic's burden on any
26 of the claims in the Complaint, Cox states the following defenses to the claims in the
27 Complaint. Cox reserves the right to amend its affirmative defenses and to add
28 additional affirmative defenses, including, but not limited to, any defenses revealed
during discovery.

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2 **First Defense**

3 **(Failure to State a Claim)**

4 251. Plaintiff's Complaint fails to state a claim upon which relief can be
5 granted and/or fails to plead factual allegations with sufficiency and particularity
6 required to state a plausible claim.

7 **Second Defense**

8 **(Non-Infringement)**

9 252. Cox does not infringe and has not infringed, directly or indirectly, any valid and
10 enforceable claim of U.S. Patent Nos. 8,223,775, 8,284,690, 8,792,008, 9,210,362,
11 9,825,826, 10,135,682, 11,381,866, and 11,399,206 (collectively, the "Asserted
Patents").

12 **Third Defense**

13 **(Invalidity)**

14 253. The claims of the Asserted Patents are invalid for failure to comply with
15 one or more of the requirements of 35 U.S.C. §§ 101, 102, 103, and 112.

16 **Fourth Defense**

17 **(Prosecution Estoppel)**

18 254. Plaintiff's claims are barred, in whole or in part, under the doctrine of prosecution
19 estoppel, by admissions, representations, statements, or actions taken during the
20 prosecution of the patent applications that ultimately issued as the Asserted Patents,
and/or by representations or actions taken during post-grant proceedings before the
USPTO involving the Asserted Patents.

21 **Fifth Defense**

22 **(Equitable Doctrines)**

23 255. Plaintiff's claims for relief are barred in whole or in part by the equitable doctrines
24 of prosecution laches, unclean hands, estoppel, *in pari delicto*, waiver, acquiescence,
and/or other equitable doctrines.

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3 **Sixth Defense**

4 **(Release, License, or Exhaustion)**

5 256. Plaintiff's claims for relief against Cox are barred in whole or in part by release,
6 license, or exhaustion, express or implied, and/or restrictions on double recovery.
7 Plaintiff's claims for relief against Cox are barred in whole or in part to the extent that
8 Plaintiff and/or its predecessors in interest granted rights in the Asserted Patents to Cox,
Cox's affiliates, and/or Cox's vendors and/or business partners.

9 **Seventh Defense**

10 **(Limitations of Remedies)**

11 257. Plaintiff's claims for relief are barred in whole or in part by the
12 provisions of 35 U.S.C. §§ 286 and/or 288.

13 **Eighth Defense**

14 **(Necessary Parties)**

15 258. There are additional and necessary parties that must be joined in this
16 action, including to the extent that Plaintiff lacks all right, title and interest in the
17 Asserted Patents.

18 **Ninth Defense**

19 **(Not an Exceptional Case)**

20 259. Cox has engaged in good faith in all activities accused of infringement in
21 Plaintiff's Complaint, thereby precluding Plaintiff, even if it prevails, from
22 recovering attorney fees and/or costs under 35 U.S.C. § 285.

23 **Tenth Defense**

24 **(No Enhanced Damages)**

25 260. Plaintiff is not entitled to enhanced damages under 35 U.S.C. § 284, at least
26 because Plaintiff has failed to show, and cannot show, that any infringement has been
willful and/or egregious because Cox has not engaged in any conduct that meets the
applicable standard for willful infringement.

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28 **28**

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Eleventh Defense
(Lack of Standing)

5 261. Plaintiff lacks standing to bring, or maintain, this lawsuit in connection with the
6 Asserted Patents, including to the extent that Plaintiff did not, or does not, hold
7 sufficient exclusionary rights under, or all substantial rights, title, and interest to, any
8 of the Asserted Patents.

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Twelfth Defense
(Failure to Mark)

14 262. To the extent that Plaintiff, its alleged predecessors in interest to the Asserted
15 Patents, and any and all licensees of the Asserted Patents failed to properly mark any
16 of their relevant products as required by 35 U.S.C. § 287 or otherwise give proper notice
17 that Cox's actions allegedly infringed the Asserted Patents, Cox is not liable to Plaintiff
18 for the acts alleged to have been performed before receiving actual notice that it was
19 allegedly infringing the Asserted Patents.

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Thirteenth Defense

(Failure to Comply with FRAND Terms)

29 263. Plaintiff is estopped or contractually barred from demanding relief that is
30 inconsistent with its obligation to offer a license on terms that are fair, reasonable, and
31 non-discriminatory, as to any Asserted Patents that are enforceable, valid, and standard
32 essential.

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3 Plaintiff to attempt to obtain remedies that they would otherwise not be entitled to
4 under the applicable policies of standards organizations, such as MoCA.

5 **Fifteenth Defense**

6 **(Waiver)**

7 265. As to any Asserted Patents that are enforceable, valid, and standard
8 essential, Plaintiff has waived any right to claim any recovery that is not ~~FRAND-~~
~~compliant~~FRAND-
compliant under the policies of the applicable standards organization, such as MoCA.

9 **Sixteenth Defense**

10 **(Additional Defenses)**

11 266. Cox reserves all affirmative defenses under Rule 8(c) of the Federal Rules of Civil
12 Procedure, the Patent Laws of the United States, and any other defenses, at law or in
13 equity, that may not exist or in the future be available based on discovery or further
14 factual investigation in this case.

15 **COUNTERCLAIMS**

16 267. This case involves assertion of one or more patents that may be owned by a party
other than Plaintiff, including at least Maxlinear, Inc. and Maxlinear Communications
LLC (collectively, “MaxLinear”). Independently, MaxLinear has sought to avoid
encumbrances on its patents, including royalty-free, perpetual and irrevocable licenses
granted to practice patents applicable to certain standards. MaxLinear accordingly
breached its contractual obligations and unjustly enriched itself by participating in
certain standards development activities. Plaintiff induced those breaches and is,
accordingly, liable for its conduct.

17 **Parties, Jurisdiction and Venue**

18 268. Cox Communications, Inc. (“Cox Communications”) is a Delaware corporation
with a principal place of business at 6205 Peachtree Dunwoody Road, Atlanta, Georgia
30328.

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2 269. CoxCom, LLC (“CoxCom”) is a Delaware limited liability company, with a
3 principal place of business at 6205 Peachtree Dunwoody Road, Atlanta, Georgia 30328.
4 270. Cox Communications California, LLC (“Cox California”) is a Delaware limited
5 liability company, with a regular and established place of business at 6205 Peachtree
6 Dunwoody Road, Atlanta, Georgia 30328.

7 271. Counterclaim plaintiffs are Cox Communications, CoxCom and Cox California
8 (collectively, “Cox”).

9 272. MaxLinear, Inc. is a Delaware corporation, with a principal place of business at
10 5966 La Place Court Suite 100, Carlsbad, CA.

11 273. On April 30, 2015, Entropic Communications, Inc. merged with and into Excalibur
12 Subsidiary, LLC (a subsidiary of MaxLinear, Inc.), with the surviving entity being
13 Excalibur Subsidiary, LLC. At the same time, Excalibur Subsidiary, LLC changed its
14 name to Entropic Communications, LLC. On February 20, 2018, Entropic
15 Communications, LLC then changed its name to MaxLinear Communications LLC.

16 274. MaxLinear Communications LLC is an affiliate of MaxLinear, Inc., and is a
17 Delaware limited liability company with a principal place of business at 5966 LA Place
18 Ct Ste 100, Carlsbad, CA 92008. Collectively, MaxLinear, Inc. and MaxLinear
19 Communications LLC are referred to as “MaxLinear.”

20 275. Entropic Communications, LLC (“Entropic”) is the Plaintiff in this action and is
21 unaffiliated with MaxLinear. The Counterclaim defendants are Entropic, MaxLinear,
22 Inc. and MaxLinear Communications LLC.

23 276. The Court has supplemental jurisdiction over Cox’s counterclaims pursuant to
24 U.S.C. § 1337 because, as set forth below, the claims are so related to the claim(s) over
25 which the Court has original jurisdiction that the claims form part of the same case or
26 controversy under Article III of the United States Constitution.

27 277. Entropic filed its Complaint in this matter in this Court, thereby submitting itself
28 to this Court’s personal jurisdiction.

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2 278. This Court has general personal jurisdiction over MaxLinear because it conducts
3 systematic and regular business within the State of California by, inter alia providing
4 digital, high-performance analog and mixed-signal integrated circuits and software
5 solutions, as well as systems-on-chip solutions used for broadband, mobile and wireline
6 infrastructure, data center, and industrial and multi-market applications.
7

279. Upon information and belief, MaxLinear maintains a regular and established place
6 of business within this district at 50 Parker, Irvine, CA 92618.
7

280. Venue for these counterclaims is proper in this Court pursuant to at least 28 U.S.C.
7 §§ 1391(b)(1) and 1391(c)(2) because Entropic filed its claims against Cox in this
8 federal judicial district.
9

MaxLinear's Involvement in CableLabs and DOCSIS

10 281. Cable Television Laboratories, Inc. (“CableLabs”) is a non-profit research and
11 development consortium that is a “leading innovation and R&D lab for the cable
12 industry.”² CableLabs was formed by, among others, cable companies like Cox that
13 operate multiple cable systems and cable operators continue to be member
14 organizations in CableLabs. CableLabs does not itself deploy, purchase and use cable
15 equipment in multiple cable systems like the cable operators. CableLabs instead
evaluates new technologies and develops common specifications for interoperability to
help drive the scale of cable equipment and reduce costs for cable operators like Cox
and their customers.
16

17 282. CableLabs develops and publishes various specifications and standards, including
18 the Data Over Cable Service Interface Specification (“DOCSIS”). Multiple entities
19 participate in developing the specifications, which aim to benefit cable operators. For
20 example, the DOCSIS 3.1 specification states that it “is the result of a cooperative effort
undertaken at the direction of Cable Television Laboratories, Inc. for the benefit of the
cable industry and its customers” and further explains in Section 1.1 that the
“specification was developed for the benefit of the cable industry, and
21

22 [2https://www.cablelabs.com/](https://www.cablelabs.com/)
23
24
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1
2 includes contributions by operators and vendors from North and South America,
3 Europe, China and other regions.”

4 283. Vendors of cable equipment may participate in the development of
5 CableLabs’ specifications through a variety of processes.³ By executing a
6 confidentiality agreement, vendors can access non-public documents, including Draft
7 Specifications, technical papers and documentation, software code, notices, and
8 announcements. Any vendor with interest or expertise can also join the relevant
9 working groups that develop the relevant specifications. As CableLabs explains,

10 In order to facilitate widespread implementation of CableLabs
11 Specifications, and reduce overall costs for Vendors, Cable Operators, and
12 consumers, CableLabs has established Contribution Agreements (also
13 referred to as IPR Agreements) for each family of CableLabs
14 Specifications—DOCSIS (data), PacketCable (voice), and OpenCable
15 (video). DPoE, EPOC, Metadata, and other projects also have similar
16 Contribution Agreements. The Contribution Agreements provide
17 Technology Vendors with either a royalty-free grant of necessary
18 intellectual property, or a reasonable and non-discriminatory obligation to
19 license necessary intellectual property, from all other Contributors, as the
20 case may be per agreement. Likewise, to participate in the Working Group,
21 a Vendor must make reciprocal commitments to all other Contributors by
22 signing the Contribution Agreement.⁴

23 284. MaxLinear executed applicable NDAs and a Contribution Agreement in
24 the case of DOCSIS. As a result, MaxLinear received, among other benefits, the ability
25 to see confidential information concerning the draft specifications, participate in the
26 process of developing draft specifications, learn and understand the direction of
27 technology for the cable industry, position its own products and services to market to

28 <https://www.cablelabs.com/become-a-vendor/suppliers-how-to-engage#>

<https://www.cablelabs.com/become-a-vendor/suppliers-how-to-engage#>

1
2 the cable industry, and make, market, and sell its DOCSIS compliant products to the
3 cable industry.

4 285. The Contribution Agreement in the case of DOCSIS created a royalty-free pool
5 for intellectual property rights essential to the DOCSIS standards. Specifically,
6 companies that have signed a DOCSIS license agreement (“DOCSIS Licensors”)
7 granted CableLabs a non-transferable, worldwide, non-exclusive, royalty-free license,
8 with the right to sublicense, to all current and future patents owned by the licensor or
9 its affiliates essential for compliance with DOCSIS specifications. In return, DOCSIS
10 Licensors obtained from CableLabs a non-transferable worldwide, non-exclusive,
11 royalty-free license under all patents CableLabs had the right to license or sublicense
12 to the extent necessary for compliance with the DOCSIS specifications.⁵

13 286. MaxLinear is one of multiple vendors to have executed a DOCSIS License
14 Agreement, a copy of which is attached as Exhibit A. The DOCSIS License
15 Agreements recite that they were created so that CableLabs could
16 [REDACTED]

17 *Id.*

18 287. The DOCSIS License Agreements were intended to benefit Cox, which could
19 purchase and use manufactured products compliant with DOCSIS free of any patent
20 claims. Other vendors from which Cox purchases DOCSIS-compliant hardware and
21 software are also DOCSIS Licensors. For example, Cox, or its customers, purchase
22 and use equipment from Samsung Electronics Co., Cisco

23 ⁵<https://www.cablelabs.com/blog/patents-and-licensing-why-it-matters>

1
2 Systems, Inc (“Cisco”), and ARRIS Group, Inc., and/or their relevant predecessors and
3 successors. These suppliers are signatories to the DOCSIS License Agreement, as
4 demonstrated in Exhibit B, which is a true and correct copy of CableLabs’ list of
DOCSIS® IPR Agreement Signatories.

5 288. Cox’s suppliers, in turn, purchase components from other DOCSIS signatories that
6 supply systems on a chip, like Broadcom Corporation or Intel Corporation, who are
7 also signatories to the DOCSIS License Agreement. The equipment Cox obtains or uses
8 from these suppliers and DOCSIS Licensors complies with and/or is certified to comply
9 with DOCSIS Specifications. MaxLinear, Inc. is also listed as a signatory to the
DOCSIS License Agreements according to the publicly available DOCSIS® IPR
10 Agreement Signatories, attached as Exhibit B.

11 289. Through its DOCSIS License Agreement, MaxLinear provided
12 [REDACTED]

13 14 [REDACTED]
15 290. The DOCSIS License Agreement executed by MaxLinear
16 [REDACTED]

17 291.
18 [REDACTED]

1
2 [REDACTED]
3 292. MaxLinear has made, offered for sale, and sold various equipment for use in the
4 cable industry that are advertised as being and/or are DOCSIS compliant. For instance,
5 MaxLinear's April 26, 2023 form 10-Q filing describes its customers as including
6 "electronics distributors, module makers, original equipment manufacturers, or OEMs,
7 and original design manufacturers, or ODMs, who incorporate the Company's products
8 in a wide range of electronic devices, including cable Data Over Cable Service Interface
9 Specifications (DOCSIS)."

10 293. By executing the DOCSIS License Agreements, representing itself as a supplier
11 of DOCSIS equipment and therefore a "licensor" to the DOCSIS License Agreements,
12 and/or by promoting DOCSIS compliance of its equipment, MaxLinear obtained the
13 benefit of joining the DOCSIS patent pool, including the ability to develop, market, and
14 sell products that were compatible with DOCSIS specifications.

15 **The Improper Efforts to Transfer Patents Free of Encumbrances**

16 294. Plaintiff Entropic asserts in its Complaint, at ¶3, that it "is the owner by assignment
17 to all right, title, and interest to the Patents-in-Suit" and "is the successor-in-interest for
18 the Patents-in-Suit."

19 295. Exhibit C is a true and correct copy of the assignment agreement between
20 MaxLinear, Inc. and Plaintiff Entropic executed on March 31, 2021 and filed with the
21 U.S. Patent Office (hereafter "Plaintiff's First Assignment"). Exhibit C purports to
22 assign to Entropic the '008, '362, '826, and '682 Patents, as well as the continuations
23 of patents assigned therein, including the '206 and '866 Patents. Exhibit C is the last
24 assignment applicable to the above-identified Asserted Patents to have been filed in
25 the U.S. Patent Office before the filing of Plaintiff's Complaint.

26 296. Exhibit D is a true and correct copy of the assignment agreement between
27 MaxLinear Communications LLC. and Plaintiff Entropic executed on March 31,
28 2021 and filed with the U.S. Patent Office (hereafter "Plaintiff's Second

1
2 Assignment"). Exhibit D purports to assign the '775 and '690 Patents to Entropic and
3 is the last assignment applicable to the '775 and '690 Asserted Patents to have been
4 filed in the U.S. Patent Office before the filing of Plaintiff's Complaint.

5 297. Plaintiff is not and, since its formation, has not been, affiliated with MaxLinear.
6 298. Before filing its Complaint Plaintiff knew, or should have known, that (a) DOCSIS
7 specifications were relied upon in the cable industry by equipment makers from whom
8 Cox purchased or used equipment; (b) MaxLinear and other DOCSIS equipment
9 suppliers had made contractual commitments to CableLabs and that MaxLinear was
10 bound by relevant DOCSIS License Agreements and (c) that Cox was a beneficiary of
11 the DOCSIS License Agreements.

12 299. Based on the averments in Plaintiff's Complaint and if Plaintiff's averments are
13 substantiated, one or more of the Asserted Patents are essential to compliance with the
14 DOCSIS specifications. By way of example, Plaintiff's Complaint discusses and
15 describes various items of cable equipment that are DOCSIS compliant, including cable
16 modems and cable modem termination systems. Plaintiff's Complaint further
17 references as exhibits charts that both compare one or more claims within the Asserted
18 Patents to various DOCSIS compliant equipment provided by DOCSIS Licensors like
19 ARRIS, Broadcom, Pace, Samsung and/or Technicolor, as well as reference various
20 aspects of DOCSIS.

21 300. Plaintiff's averments directly implicate the DOCSIS specifications. For example,
22 the '775 Patent concerns a cable modem system with a cable modem engine including
23 a "DOCSIS controller" and a "DOCSIS MAC processor," each of which are addressed
24 in DOCSIS. Plaintiff's accusations focus on DOCSIS-compliant cable modems, set top
25 boxes, and other equipment as evidenced in Exhibit 2 of Plaintiff's Complaint. The
26 '690 and '682 Patents relate to messaging and communications between a Cable
27 Modem Termination System and a Cable Modem, which is

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2 addressed in DOCSIS and which items are addressed in Exhibits 4 and 12 of Plaintiff's
3 Complaint.

4 301. Plaintiff's First and Second Assignments concerning the Asserted Patents do
5 not include any provisions assuming the obligations MaxLinear incurred under the
6 DOCSIS License Agreements, including an acknowledgement that MaxLinear
7 previously granted perpetual, royalty free and irrevocable licenses thereunder.

8 302. Plaintiff's First and Second Assignments, in fact, purport to assign "all right, title,
9 and interest" to the relevant Asserted Patents and to make such assignment "free and
10 clear of all liens, claims and encumbrances other than those" Plaintiff "expressly agreed
11 in writing will continue to encumber the Patent Rights after execution and delivery of
12 this Assignment of Patent Rights." See Exhibits C, D.. Plaintiff's First and Second
13 Assignment, however, contains no express, written agreement by Plaintiff as to the
14 continued existence of any encumbrances.

15 303. Plaintiff's First and Second Assignments violate the DOCSIS License
16 Agreement and are void.

17 **Count I: Breach of Contract by MaxLinear**

18 304. Cox realleges and incorporates by reference the foregoing allegations of its
19 counterclaims.

20 305. As discussed above, MaxLinear joined the DOCSIS patent pools and granted
21 CableLabs a non-exclusive, royalty-free license, with the right to sublicense, to all
22 current and future patents owned by it or its affiliates essential for compliance with
23 DOCSIS. MaxLinear's license encompassed each and every one of the Asserted Patents
24 that is essential to compliance with DOCSIS.

25 306. Cox's suppliers of cable equipment who were also DOCSIS Licensors obtained
26 from CableLabs a non-transferable worldwide, non-exclusive, royalty-free license
27 under all patents CableLabs had the right to license or sublicense, including the
28 Asserted Patents, to the extent necessary for compliance with DOCSIS.

1
2 307. Pursuant to the DOCSIS License Agreements, Cox is sublicensed to the Asserted
3 Patents to the extent necessary to practice DOCSIS. Alternatively, as purchasers or
4 users of products that comply with the DOCSIS Specifications and are provided by
5 suppliers who are DOCSIS licensors, Cox is an intended third-party beneficiary of the
6 DOCSIS License Agreements. Accordingly, the applicable Asserted Patents, including
7 at least the '775, '690 and '682 patents, are licensed or exhausted such that no action
8 on those patents can be maintained against Cox.

9
10 308. MaxLinear breached its contractual obligations under the DOCSIS License
11 Agreement and its obligations to ensure that Cox and other licensees received a
12 perpetual, non-exclusive, irrevocable and royalty free license, such that Cox could
13 operate applicable licensed products free of any claim of infringement based on
14 MaxLinear's licensed patents.

15
16 309. MaxLinear has breached its contractual obligations by engaging in at least the
17 following actions: (a) accepting an interest in an outcome of this suit accusing Cox of
18 infringing the Asserted Patents despite knowing of the prior grant of licenses to
19 patents essential or included in DOCSIS; (b) breaching the DOCSIS License
20 Agreements by attempting to assign the Asserted Patents free of any encumbrances;
21 and (c) transferring patents to Entropic without ensuring that Entropic would honor
22 MaxLinear's royalty-free licensing obligations as a purported successor-in-interest,
23 and making such transfers despite knowledge that Entropic aimed to bring suits and/or
24 pursue additional and unlawful payments in violation of MaxLinear's obligations.

25
26 310. As a result of these breaches, Cox has been injured in their business or
27 property, and has suffered and will continue to suffer damages.

28
18 **Count II: Tortious Interference with Contract Against Entropic**

19
20 311. Cox realleges and incorporates by reference the foregoing allegations of its
21 counterclaims.

22
23 312. As discussed above, MaxLinear contractually provided an irrevocable, royalty-
24 free and non-exclusive license to CableLabs, with the right to sublicense, any patents,
25 including the Asserted Patents, essential to compliance with DOCSIS. MaxLinear
26 further agreed that its obligations under the relevant agreement could not be transferred
27 and, if so, were void. Cox was and remains a known and intended beneficiary of these
28 promises.

29
30 313. Entropic was aware of MaxLinear's obligations under the DOCSIS license
31 agreements. Nevertheless, Entropic induced a breach of MaxLinear's contractual
32 obligations by inducing MaxLinear to attempt to assign various patents for Entropic
33 to enforce and for Entropic to seek damages, despite Entropic's awareness that one or
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more such patents may be essential to compliance with DOCSIS. As a result of Entropic's actions, MaxLinear breached its contractual obligations.
314. As a result of Entropic's inducement of these breaches, Cox has been injured in their business or property, and has suffered and will continue to suffer damages.

Count III: Alternative Claim of Unjust Enrichment Against MaxLinear

315. Cox realleges and incorporates by reference the foregoing allegations of its counterclaims.

316. As discussed above, MaxLinear received multiple benefits from participating in DOCSIS development and interacting with CableLabs, cable industry and cable operators like Cox. MaxLinear was able, among other benefits, to develop, deploy, market, make, and sell various DOCSIS compliant equipment to the cable industry free of any claim of infringement by other vendors via the DOCSIS License Agreements.

317. MaxLinear also received the ability to learn of draft and actual DOCSIS specifications, the future progress of cable industry technology and the potential innovations important to the cable industry. These benefits further assisted

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2 MaxLinear in developing, securing and ultimately monetizing patents, including the
3 Asserted Patents.

4 318. MaxLinear received these benefits at Cox's expense. Cox understood and
5 expected that a DOCSIS licensor such as MaxLinear would have ensured that Cox
6 could deploy, use and sell DOCSIS-compliant equipment from other DOCSIS vendors
7 free of any claim of patent infringement relating to MaxLinear's relevant patents that
8 are essential to DOCSIS. By instead transferring the Asserted Patents to Plaintiff,
9 MaxLinear has created additional expense and uncertainty for Cox and its business.

10

11 319. Equity and good conscience accordingly demands that
12 MaxLinear

13 disgorge and provide restitution of any and all monies and profits
14 from MaxLinear's

15 unjust enrichment.

16

PRAYER FOR RELIEF

17 267. Wherefore, Cox respectfully asks this Court for the following
18 relief:

- 19 A. That the Complaint against Cox be dismissed in its entirety
20 with prejudice;
- 21 B. That this Court find that all claims of the Asserted Patents
22 that Plaintiff has asserted or will properly assert against Cox are
23 invalid and patent ineligible pursuant to Title 35 of the United
24 States Code;
- 25 C. That this Court find that Cox has not infringed and does not
26 infringe, in any manner, any valid and enforceable asserted claim of
27 any Asserted Patent;
- 28 D. That this Court find the asserted claims of the Asserted
29 Patents unenforceable against Cox;
- E. That Plaintiff take nothing by reason of its Complaint;

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2 ~~24 Page ID #:394~~

3 F. That MaxLinear breached its contractual obligations and/or
4 was unjustly enriched such that this Court shall award Cox
5 appropriate damages and equitable relief;
6 G. That Entropic induced and intentionally interfered with
7 contractual relations and award Cox appropriate damages and
8 equitable relief;

9 FH. That this Court find that this is an exceptional case under 35
10 U.S.C. § 285 and award Cox its reasonable attorneys' fees,
11 expenses, and costs incurred in this action; and

12 GI. Any such other relief as the Court deems to be just and
13 proper.

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2 DATED: ~~May 8~~August 25, 2023 Respectfully submitted,
3
4

5 KILPATRICK TOWNSEND & STOCKTON LLP
6
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COX'S AMENDED ANSWER ~~AND~~ DEFENSES AND COUNTERCLAIMS TO COMPLAINT
CASE NO. 2:23-CV-01049-JWH-KES

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2 ~~#395~~

3 **DEMAND FOR A JURY TRIAL**

4 Cox hereby demands a jury trial, pursuant to Fed. R. Civ. P. 38(b), as to all
5 issues that may be tried by a jury.

7 DATED: ~~May 8~~August 25, 2023 Respectfully submitted,

8 KILPATRICK TOWNSEND & STOCKTON LLP

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COX'S AMENDED ANSWER ~~AND~~ DEFENSES AND COUNTERCLAIMS TO COMPLAINT
CASE NO. 2:23-CV-01049-JWH-KES

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